

Poweshiek Co.

PPME #2003 (Sheriff)

7/1/2006 6/30/2008

RECEIVED

JUN - 3 2006

POWESHIEK COUNTY
AUDITOR'S OFFICE

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**POWESHIEK COUNTY
SHERIFF'S DEPARTMENT**

AND

**PUBLIC PROFESSIONAL AND MAINTENANCE
EMPLOYEES, LOCAL 2003**

July 1, 2006 - June 30, 2008

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE I	
RECOGNITION	1
ARTICLE 2	
SEPARABILITY AND SAVINGS	1
ARTICLE 3	
NON-DISCRIMINATION IN EMPLOYMENT	1
ARTICLE 4	
NO STRIKE - NO LOCKOUT	2
ARTICLE 5	
EMPLOYER RIGHTS	2
ARTICLE 6	
DUES CHECKOFF AND INDEMNIFICATION	2
ARTICLE 7	
IMPASSE PROCEDURE.....	3
ARTICLE 8	
GRIEVANCE PROCEDURE AND ARBITRATION.....	3
ARTICLE 9	
PROBATIONARY PERIOD.....	4
ARTICLE 10	
SENIORITY	5
ARTICLE 11	
TRANSFER PROCEDURE.....	6
ARTICLE 12	
REDUCTION IN FORCE	6
ARTICLE 13	
HOURS OF WORK AND OVERTIME.....	7
ARTICLE 14	
INSURANCE.....	8
ARTICLE 15	
VACATION.....	9
ARTICLE 16	
HOLIDAYS.....	10
ARTICLE 17	
SICK LEAVE	11
ARTICLE 18	
FUNERAL LEAVE.....	12
ARTICLE 19	
JURY DUTY LEAVE	13
ARTICLE 20	
MILITARY LEAVE	13
ARTICLE 21	
UNPAID LEAVE.....	13

ARTICLE 22	
JOB CLASSIFICATIONS & STRAIGHT TIME HOURLY WAGE RATES	13
ARTICLE 23	
PERSONAL VEHICLE MILEAGE REIMBURSEMENT	14
ARTICLE 24	
HEALTH AND SAFETY AND TRAINING.....	14
ARTICLE 25	
MISCELLANEOUS	14
ARTICLE 26	
LONGEVITY	14
ARTICLE 27	
WORKERS' COMPENSATION	15
EXHIBIT A	
JOB CLASSIFICATIONS AND WAGE RATES	16
ARTICLE 28	
DURATION OF AGREEMENT	17

AGREEMENT

THIS AGREEMENT entered into this 13th day of April, 2006, by and between POWESHIEK COUNTY, IOWA SHERIFF DEPARTMENT, hereinafter referred to as the "Employer", and the Public Professional and Maintenance Employees, Local 2003, hereinafter referred to as the "Union", represents the Agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, it refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all employees of the Poweshiek County Sheriffs Department including all Deputies (contract or otherwise), Dispatchers, Jailers, Jail Administrators and County Custodians and excludes the Sheriff, Chief Deputy, Office Deputy and Night Patrol Supervisor. Reference is made to Iowa Public Employment Relations Board Case No. 6521, certified representation dated September 19, 2002.

Part-time employees. An employee who averages no more than thirty-two (32) hours of work per week during a fiscal year shall be considered a part-time employee and shall be eligible to receive the following contract benefits:

- a. Seniority: same as for full-time employees based on the last date of hire.
- b. Wages: same as for full-time employees based on years of continuous service in accordance with Exhibit A.
- c. Longevity: same as for full-time employees based on years of continuous service.
- d. Leaves of absence: none.
- e. Holidays: one and one-half times the regular hourly rate of pay for all hours worked on a holiday designated in this Agreement. No other holiday pay.
- f. Vacation: none.
- g. Insurance: none.

ARTICLE 2 SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be unenforceable. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 3 NON-DISCRIMINATION IN EMPLOYMENT

The Employer and the Union agree to comply with any non-discrimination in employment laws. There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an

employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 4 NO STRIKE - NO LOCKOUT

The Employer agrees that it will not engage in any lockout of its employees as a result of a labor dispute with the Union. There shall not be any work stoppage, sympathy or other strike, slowdown, picketing, boycotting, or any other action on the part of the Union or a bargaining unit employee(s) that will interrupt or interfere with the operation of the Employer.

ARTICLE 5 EMPLOYER RIGHTS

Except where abridged by this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter, or special act, the power, duty, and right to:

1. Direct the work of its employees;
2. Hire, promote, demote, transfer, assign and retain employees in positions within the public agency;
3. Require overtime work;
4. Develop work rules;
5. Discipline, suspend, or discharge employees for cause;
6. Maintain the efficiency of governmental operations;
7. Relieve employees from duties because of lack of work or for other legitimate reasons;
8. Determine and implement methods, means, assignments, and personnel by which the public Employer's operations are to be conducted;
9. Take such actions as may be necessary to carry out the mission of the public Employer;
10. Initiate, prepare, certify and administer its budget;
11. Exercise all other powers and duties granted to the public Employer by law.

ARTICLE 6 DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time upon receipt of thirty days written notice, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deductions by the fifteenth (15th) day of the succeeding month to the official designated in writing by the Union to receive such deductions. The Union will notify the Employer of the exact amount of such regular membership dues to be deducted. The Employer will enclose with the deductions a list of unit employees indicating those employees for which dues have been deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 7 IMPASSE PROCEDURE

The parties will follow the statutory impasse procedure set forth in Iowa Code Chapter 20 unless otherwise agreed to or extended by the parties.

ARTICLE 8 GRIEVANCE PROCEDURE AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee, employees or the Union regarding a violation or interpretation of a provision of this Agreement shall be adjusted in accordance with the following procedure:

Informal Step:

An employee or the Union shall discuss a complaint or problem orally with the immediate supervisor or his/her designated representative within seven (7) calendar days following its occurrence in an effort to resolve the problem in an informal manner.

Formal Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee or the Union shall present a grievance in writing to the Chief Deputy within seven (7) calendar days following the oral discussion. Said written grievance shall state the specific clause and section of the Agreement at issue, and shall also state the remedy requested. Within seven (7) calendar days after this Step 1 meeting, the Employer will answer the grievance in writing.

Step 2. If the Employer's answer in Step 1 fails to resolve the grievance, the aggrieved employee or the Union shall refer the grievance to the County Sheriff within seven (7) calendar days of the receipt of the Step 1 answer. Following a meeting with the aggrieved employee and/or the Union, the Sheriff or his designated representative shall answer the grievance in writing within seven (7) calendar days.

Step 3. If the Employer's answer in Step 2 fails to resolve the grievance, the aggrieved employee or the Union shall refer the grievance to the County Board of Supervisors within seven (7) calendar days of the receipt of the Step 2 answer. The Board will answer the grievance in writing within seven (7) calendar days following receipt of the grievance or following the date of a meeting with the aggrieved employee and/or the Union to discuss the grievance, if a meeting is requested.

Step 4. Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within seven (7) calendar days after receipt of the Board's answer in Step 3.

The investigation or processing of a grievance by the Union or its Stewards shall be allowed during regular working hours with pay and carried out in a manner which does not interfere with normal operations of the County. The Union shall have no more than two (2) members investigating or processing a single grievance.

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance is not timely answered by the Employer, it may automatically be referred to the next step.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will either meet within seven (7) calendar days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or the party requesting arbitration will request in writing the Iowa Public Employment Relations Board or FMCS to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list, with a coin flip to determine which party strikes first. The Employer and Union can refuse one (1) arbitration panel and request another.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be shared equally between the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, ignore, nullify, alter, detract from or add to the provisions of the agreement(s) between the parties. The arbitrator's decision will be final and binding on both parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

The time limits at any step of the grievance and arbitration procedure may be extended on a specific basis, upon mutual agreement by the Union Representative and the Employer.

ARTICLE 9 PROBATIONARY PERIOD

New employees, except Deputies and Dispatcher/Jailers, shall serve a probationary period of six (6) months. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment. Probationary employees shall receive the

same fringe benefits as permanent employees. During the probationary period, such employees may be terminated for any reason and without recourse to the grievance procedure.

Deputies and Dispatcher/Jailers shall serve a probationary period of a minimum of six (6) months or until completion of the Iowa Law Enforcement Academy for Deputies, or until the Dispatchers are Iowa/NCIC certified, whichever is longer. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment. Probationary employees shall receive the same fringe benefits as permanent employees. During the probationary period, such employees may be terminated for any reason and without recourse to the grievance procedure.

ARTICLE 10 SENIORITY

Seniority means an employee's length of continuous employment in the bargaining unit with the Employer since their original date of hire. An employee who leaves the bargaining unit, but remains an employee of the County, shall have their bargaining unit seniority "frozen" and that seniority shall remain available for that employee should they return to the bargaining unit.

The Union shall be furnished with a seniority list and job classifications of all employees covered by this Agreement within a reasonable time of a request.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- a) Employee quits.
- b) Employee is discharged.
- c) Giving false reason for obtaining leave of absence.
- d) Three (3) consecutive workdays of absence without notice to the Employer, unless proven physically unable to do so.
- e) Failure to report to work within fourteen (14) days after being notified to return to work following lay-off, when notice of recall is sent to the employee's last known mailing address by restricted, certified mail or personal service pursuant to the Iowa Rules of Civil Procedure. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- f) Employee is absent from work for any reason over 12 months or a period of time equal to the employee's seniority, whichever is shorter.
- g) Employee retires
- h) Failure to report to work at the end of leave of absence.

Except for unpaid FMLA leave, after the first consecutive 60 days of unpaid leave of absence, seniority shall not accumulate.

ARTICLE 11 TRANSFER PROCEDURE

No vacancy or newly created job classification (including shift or days off) in the bargaining unit shall be filled by new hire until such vacancy has been posted for transfer for a period of five (5) calendar days and current employees have had the opportunity to apply for such position and to have their transfer requests considered. The job posting shall include the minimum qualifications, the pay rate, the job classification and the location of the position. In determining the successful job bidder, applicants shall meet the minimum qualifications. If two (2) or more applicants meet the minimum qualifications, seniority shall govern. The Employer may consider applicants outside of the bargaining unit if no bargaining unit members bid on the position. An employee who accepts a transfer shall be ineligible to bid on another job for ninety (90) days.

Trial Period. An employee who has bid to a higher classification or new position and receives the job bid shall be placed on a trial period for thirty (30) calendar days. During said trial period, the employee shall receive the rate of pay for the higher classification or new position. If the employee fails to perform in a satisfactory manner or does not meet the job requirements of the higher classification or new position at the completion of the trial period, the employee shall be made aware of what job requirements may need improvement and the trial period may be extended for an additional thirty (30) calendar days upon mutual agreement with the employee, the Union and the County. At the completion of the trial period or extension of such if necessary, the employee shall then either be classified at the higher classification or new position or be returned to their previous classification and position and rate of pay without a loss of seniority.

With respect to Deputies, this Article will be interpreted so as to comply with Section 341 A.8 of the Iowa Code.

ARTICLE 12 REDUCTION IN FORCE

If the work force is to be reduced, the Employer will determine the job classification(s) to be affected. Temporary employees, then seasonal employees, then part-time employees (based on seniority) then probationary employees, in the affected job classification(s) shall be the first reduced. If further reductions are necessary, the full-time employee with the least seniority in the bargaining unit in the job affected job classification shall be the next reduced. A full-time employee reduced, who meets the minimum job qualifications, can then replace any junior employee in any job classification, including temporary, seasonal or part-time employees, at that job classification rate of pay. Any employees laid off shall have recall rights for a period of one year. Temporary, seasonal and probationary employees have no recall rights. Part-time employees shall have recall rights only to part-time positions.

Former employees on a recall list shall be offered recall after current employees have completed the transfer procedure. On recall from layoff, employees will be returned to work in the reverse order in which they were laid off. Employees to be recalled after being on lay-off shall be notified as far in advance as possible by notice in writing sent by restricted, certified mail, return receipt requested, to the employee's last known mailing address or by personal service pursuant to the Iowa Rules of Civil Procedure. The employee must respond to such notice within three (3) days after receipt thereof and

actually report to work within fourteen (14) days after receipt of notice, unless otherwise mutually agreed.

ARTICLE 13 HOURS OF WORK AND OVERTIME

Hours of Work. The parties agree that the following reflects the normal workday and work schedule for each division. The Sheriff shall have the authority to make temporary changes in the work schedules to meet the minimum staffing needs of the department. Such changes shall not be made to avoid the payment of overtime. The monthly work schedule will be posted no later than two (2) weeks prior to the beginning of the month. Shifts shall be bid once each year no later than May 31 to begin July 1. Bidding for choice of shifts shall be based on fulltime years of service with the Employer in the division in which the bidding is taking place. If a vacancy is filled during the fiscal year, shifts will be re-bid in that division.

Dispatch/Jail Division. Three (3) shifts each workday with start and end times: 0800-1600
1600-2400
2400-0800

Shift Rotation: Seven days on followed by 2 days off, then 3 days on followed by 2 days off, and results in every other weekend off, with the exception of one swing shift position that shall consist of 2 days off followed by 2 days on midnights (2400-0800), then 2 days on days (0800-1600) followed by 1 day off, followed by 2 days on midnights, then 2 days on days, followed by 1 day off, then 2 days on days, followed by 1 day off, then 2 days on days, and results in every other weekend off.

Deputy Division – Day Shifts. Two day shifts each workday Monday through Friday/non-holidays, depending on days off, with start and end times: 0600-1400
0800-1600

One day shift on holidays and weekends with start and end times: 0700-1500 (on-call 0600-0700).

Shift rotation for 0600-1400 and 0800-1600: 7 days on followed by 2 days off, then 3 days on followed by 2 days off, and results in every other weekend off.

Deputy Division – Night Shifts. Three night shifts of twelve (12) hours each as follows:

Two shifts 1600-0400 and one shift 1800-0600, Monday through Friday.

Two shifts 1500-0300 and one shift 1800-0600, Saturday, Sunday and holidays.

Shift rotation shall be 2 days on followed by 2 days off, then 3 days on followed by 2 days off, then 2 days on followed by 3 days off. During each two-week pay period, each deputy shall work one (1) eight-hour shift so the normal bi-weekly schedule equals eighty (80) hours. The Sheriff shall designate the start and stop times of these eight (8) hour shifts.

Call Back Time. An employee who is called back to work by the Employer shall be paid a minimum of two (2) hours pay at the regular rate unless such call back is tied to the beginning or end of his/her shift. Employees on special days off (i.e., vacation, holiday, comp time, etc.) shall be called back only after all others on normal routine time off have been called.

Court Time. During off duty hours an employee required to appear for Court for work or participate in telephone hearings for work in which the employee is not required to leave their residence, shall be paid a minimum of two (2) hours pay at the regular rate, unless the court appearance and the beginning or end of an employee's scheduled workday shift overlap. In that event, the employee will be paid for actual time spent pursuant to the Overtime provision. This time shall be calculated from the time the employee leaves their residence until the employee returns.

On-Call Time. All bargaining unit employees who are required to be on-call shall earn compensatory time at the rate of one-half ($\frac{1}{2}$) time for each hour spent on-call. FOR EXAMPLE: If on-call for two (2) hours and not called out, an employee would earn one (1) hour of compensatory time.

Overtime and Compensatory Time. Employees shall be paid, either in cash or compensatory time, at the rate of time and one-half ($1 \frac{1}{2}$) the employee's hourly rate for all hours worked in excess of the normal workday or work schedule. Compensatory time off will be approved by the Sheriff or his designee.

Voluntary overtime that is known in advance and is not an extension of an employee's duties on a shift shall be offered to employees who have placed their names on a monthly sign-up list for bargaining unit employees. The overtime shall be awarded to the most senior fulltime employee on the sign-up list. Employees who have signed up on the list shall respond within twenty-four hours following overtime being offered. Failure to do so will result in the Employer offering the overtime to the next name on the list in seniority order. If no employees volunteer for overtime, or if the overtime is the result of an unscheduled absence, the Employer may require employees to be on-call or to work involuntary overtime, rotated based on least seniority.

Overtime that is not an extension of a shift shall first be authorized by the Sheriff or designee. Overtime shall not be paid twice for the same hours worked.

An employee assigned overtime work or who performs work outside of the base work period of the workweek shall be allowed to complete the normal workday/workweek.

Each employee shall indicate his/her choice of time off or pay for overtime compensation on his/her time sheet. An employee may accumulate at any one time up to eighty (80) hours of compensatory time. Thereafter, he/she will automatically receive pay for all overtime hours worked.

Training and Mandatory Meetings. Employees shall be compensated for all mandatory meetings and training sessions attended in a manner equivalent to the provisions for Call Back Time.

ARTICLE 14 INSURANCE

Poweshiek County shall subscribe to a hospitalization, major medical, prescription drug, dental, and life insurance program as per present Board policy and practice. The benefits shall remain substantially equivalent to those in effect at the beginning of this Agreement throughout the term of this Agreement. The employer retains the right to select the insurance carrier(s), provided that the benefits are

substantially equivalent to those provided for in this Agreement. The Employer shall notify the Union of any proposed change in benefits or carrier and, upon request of the Union, collectively bargain with respect to the proposed changes.

The health insurance program shall include the following minimum benefits:

In-Network	Single	Family
Deductible	\$200	\$500
Out-of-Pocket Maximum	\$500	\$1000
Co-Insurance	\$10% by employee/90% by insurer	

Deductibles are included in the out-of-pocket maximum and waived for well-child care. Coverage includes reimbursement up to \$250 for an annual physical exam per adult. Deductibles paid in the fourth quarter apply to the next calendar year's deductible amount.

Out-of-Network	Single	Family
Deductible	\$400	\$1000
Out-of-Pocket Maximum	\$1000	\$2000
Co-Insurance	40% by employee/60% by insurer	

Prescription Drugs

The coverage will include a drug card with no separate deductible or out-of-pocket maximum. Employee co-pays are included in the above out-of-pocket maximum amounts. Employee co-pays are:

Retail purchase up to a 30 day supply:	Generic	\$0
	Brand Name	\$40
Retail purchase of a 31 to 90 day supply:	Generic	\$0
	Brand Name	\$80

The County shall pay 100% of the single premium. With respect to dependent insurance premiums, employees will pay the first \$225 of dependent coverage and Poweshiek County shall pay the remainder.

The Employer shall use its best efforts to have the Third Party Administrator of the health plan establish a policy of ordinarily reimbursing employees for reimbursable items within thirty (30) days of the date the claim is submitted.

ARTICLE 15 VACATION

All regular full-time employees shall be eligible for vacation according to the following schedule:

Service Requirement	Vacation Allowance
Beginning of employment until the 12 th month of continuous employment with the County	One (1) week (40 work hours) (1.54 hours per pay period)

Beginning with the 13 th month to the 72 nd month of continuous employment with the County	Two (2) weeks (80 work hours) (3.08 hours per pay period)
Beginning with the 73 rd month to the 168 th month of continuous employment with the County	Three (3) weeks (120 work hours) (4.62 hours per pay period)
Beginning with the 169 th month of continuous employment with the County	Four (4) weeks (160 work hours) (6.15 hours per pay period)

Vacation shall accrue on a pay period basis for each pay period the employee receives pay or paid leave or paid FMLA leave. Vacation shall not accrue during unpaid leaves of absence or unpaid FMLA leave.

No employee may have accumulated at any one time more than one (1) year's accrual of vacation, plus forty (40) hours in excess of that amount.

Upon separation from County employment, employees shall be paid, on a pro-rata basis, for all accumulated vacation.

Choice of Vacation Period. Vacation requests of five (5) days or more shall be received no less than ten (10) calendar days in advance. Notification of approval or denial of this vacation request will be given within five (5) calendar days of receiving the request. Vacation requests of a shorter duration should normally be received at least one (1) day in advance. All vacation requests shall be approved by an immediate supervisor.

Vacation requests will be honored in the order that they are received except that, where two or more employees request the same vacation period at the same time, seniority will prevail in honoring the request.

Holidays During Vacation Period. Recognized paid holidays falling within a vacation period will not be charged against vacation leave.

ARTICLE 16 HOLIDAYS

The following paid holidays shall be observed by the Department employees:

New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Employee's Birthday
Labor Day	Any additional day designated by the Board
Veteran's Day	as paid to other County employees

For non-shift employees, those holidays occurring on Saturday shall be observed the preceding Friday and holidays occurring on Sunday shall be observed the following Monday. For shift employees

(Deputies and Dispatcher/Jailers), the holiday will be observed on the actual date. Unless on a type of paid leave or other approved absence, employees shall work the regularly scheduled workday immediately before and after the holiday in order to be paid for the holiday.

Work performed on a recognized paid holiday will be paid, in cash or compensatory time, at the employee's option, at time and one-half (1 ½) the employee's hourly rate in addition to the employee's normal wage for the holiday (eight hours). On observed holidays, night patrol deputies shall receive their normal twelve (12) hours of pay, plus eighteen (18) hours of compensatory time, for each holiday worked.

The Sheriff may restrict employees to compensatory time as specified in Article 13 - Hours of Work and Overtime.

Employees may elect to have their birthday holiday added to their compensatory time and be used as compensatory time or take their birthday as a paid holiday on their birth date.

Holidays During Paid Leave. If a holiday falls during vacation or any other period of approved paid leave, it will be counted as a holiday and will not be deducted from accumulated vacation or other approved paid leave.

Holidays During Unpaid Leave. Employees on unpaid leaves of absence or lay-off at the time the holiday is paid will not be paid for the holiday.

ARTICLE 17 SICK LEAVE

Sick leave shall be granted to employees on the following basis:

- a) Sick leave may be used for any illness, injury, medical/dental appointment or temporary disability, including pregnancy related leave.
- b) Sick leave shall accumulate at the rate of twenty (20) hours per month to a maximum of 960 hours. After 960 hours has been obtained, sick leave will continue to accumulate at the rate of eight (8) hours per month for an additional ninety-six (96) hours per year. Sick leave shall accumulate at all times an employee is in pay status and shall accrue on a pay period basis.
- c) That after employees have accumulated 120 days of sick leave, they will continue to accumulate sick leave. At the end of the year, one-half of the accumulated sick leave will be converted to vacation.
- d) An employee using sick leave should normally contact the immediate supervisor or County Sheriff's Office at least one (1) hour prior to the beginning of the employee's regular starting time.
- e) A medical verification of illness, injury or appointment may be required to substantiate use of sick leave of three (3) or more consecutive work days.
- f) Family Illness. A maximum of three (3) days of sick leave per illness may also be taken in the event of illness or injury to the employee's immediate family plus childbirth for employee's spouse. Immediate family shall be limited to the employee's spouse, children, step-children or other relative living at the employee's home.

- g) Family Medical Leave Act. The County will adhere to the FMLA in all applicable instances. Employees who have at least one year of service with Poweshiek County and who have worked at least 1,250 hours in the previous twelve-month period may take an unpaid leave of up to twelve weeks for the following reasons:

- 1) Birth of a child
- 2) Placement of a child for adoption or foster care
- 3) Care for a serious health condition of a spouse, parent, or child
- 4) Serious health conditions of an employee

That employees be required to exhaust sick leave, but not other leaves before or while taking FMLA leave. In no event will the total amount of family medical leave, utilized for numbers 1, 2 or 3 above, be permitted to exceed twelve continuous weeks in a calendar year without prior approval of an employee's department head or elected official.

Employees on family leave will have their health insurance continued in the same manner as if leave was not taken. Employees who are required to contribute part of the cost of health insurance will need to make arrangements with the administrative officer for timely payments of premiums.

Employees requesting FMLA leave must provide thirty days written notice when possible. In addition, employees must indicate the date they expect to return to work when known.

The employee shall have the right to be restored to the same position that the employee held when the requested FMLA leave started.

Requests for FMLA will be made to the County Auditor.

ARTICLE 18 FUNERAL LEAVE

In case of the death of a person in the immediate family, an employee shall be allowed time off with pay, not to exceed five (5) working days. Immediate family is defined as mother, father, spouse, son, daughter brother, sister, or step-child of the employee.

In case of the death of a person in the family, an employee shall be allowed time off with pay, not to exceed three (3) working days. Family is defined as mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, son-in-law or daughter-in-law of the employee.

In addition to the above, up to one (1) day off with pay per fiscal year may be permitted by the Employer to attend other funerals

Employees will be allowed time off work without loss of pay to attend the funeral of a co-worker in the bargaining unit when the work schedule so permits.

Employees may attend other funerals with prior approval. Employees will be allowed to use sick leave to attend funerals not included within this Article.

Payment will be made for those days on which a employee would have worked. If a death your family occurs, please notify your immediate supervisor/department head as to the expected length of the absence.

ARTICLE 19 JURY DUTY LEAVE

All employees will be granted time off during the normal workweek with pay for serving on jury duty. When a regular employee is called for jury duty, the employee will give the Sheriff proper notice. Only that part of the working day required for jury duty will be granted. The employee is to turn in his/her jury duty pay to the Auditor's office or have it deducted from his/her regular pay. The mileage payment may be retained by the employee. When released from jury duty each day, the employee shall contact his/her supervisor as to whether to return to work the remainder of the employee's normal shift if scheduled to work that day.

ARTICLE 20 MILITARY LEAVE

An employee shall be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29A.28 of the Code of Iowa.

The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

ARTICLE 21 UNPAID LEAVE

An employee may be granted a leave of absence and extensions without pay by the County. Request for such leave and the reason(s) for such shall be made in writing to the County Sheriff.

An employee granted an unpaid leave of absence will not receive payment for, nor accrue, seniority pursuant to Article 10, paid holidays, vacation time or any other paid leaves during the period of such unpaid leave.

Employees will be responsible for the cost of health insurance premiums during periods of unpaid leave.

ARTICLE 22 JOB CLASSIFICATIONS & STRAIGHT TIME HOURLY WAGE RATES

Exhibit A, Job Classifications and Salary Schedule, is hereby incorporated in this Agreement by reference as if fully set out herein.

Employees shall be paid every two weeks.

ARTICLE 23
PERSONAL VEHICLE MILEAGE REIMBURSEMENT

In the event an employee uses their personal vehicle for County business which is approved of by the Employer, the employee shall be reimbursed at the rate established by the Internal Revenue Service.

ARTICLE 24
HEALTH AND SAFETY AND TRAINING

The County shall make reasonable provisions for the safety and health of all employees during their working hours, and shall provide protective devices and other equipment necessary to protect employees from injury and illness.

Uniforms. The Employer shall provide a uniform repair and replacement allowance not to exceed \$400 per fiscal year per Deputy and \$250 per fiscal year per Dispatcher/Jailer. The Employer will provide the initial set of uniforms and equipment for each new hire at no cost to the employee.

Employees who attend conferences or training shall be reimbursed reasonable expenses for meals and mileage pursuant to Article 23. Employees traveling the distance to Des Moines or further, for multi-day conferences/training, shall be reimbursed for reasonable hotel accommodations to be selected and paid by the Board of Supervisors.

ARTICLE 25
MISCELLANEOUS

The Union and its members shall be permitted to post official Union notices on bulletin boards where unit employees regularly work.

An authorized representative of the Union who has been previously identified by the Union to the Sheriff will be permitted to visit the Sheriff's office to ascertain if the Agreement is being complied with. Said Union representative is not to interfere with the Employer's operation.

Two employees selected by the Union to represent the bargaining unit during collective bargaining negotiations shall be released with pay during their normal working hours to attend meetings mutually scheduled with the Employer for the purpose of negotiations, mediation, fact-finding, and interest arbitration.

ARTICLE 26
LONGEVITY

All employees shall receive additional compensation based on length of service for continuous employment. Each employee shall receive, in addition to his base wage, an additional hourly compensation of twenty-two cents (\$0.22) per hour for each five years of employment with the County.

Employee longevity will be computed and pay rates will be increased for anyone who has completed one of the five-year service increments on the first pay period after the anniversary of their employment. Length of service for continuous employment will cease accumulating for the reasons set forth in Article 10, Seniority.

ARTICLE 27 WORKERS' COMPENSATION

An employee who is eligible for workers' compensation may use sick leave for scheduled work days lost during the first three (3) days following the injury or illness. If the employee continues to be eligible for workers' compensation, the employee will be paid at the State of Iowa workers' compensation rate of pay starting on the fourth (4th) day of the disability. If the employee is off work for more than fourteen (14) calendar days and the workers' compensation carrier pays for the first three (3) days following the illness or injury, the County may then deduct the amount of the workers' compensation benefit received by the employee for those first three (3) days from the employee's next regular payroll check in which the employee actually works. If the County makes the above deduction, the employee's sick leave bank shall be credited with three (3) days.

An employee may supplement workers' compensation benefits with accumulated sick leave, vacation or compensatory time if the employee requests the supplement in writing to the County Auditor. The employee's accumulated sick leave, vacation, or compensatory time will be reduced accordingly.

Employees released for light or limited duty shall be allowed to work light or limited duty if available.

EXHIBIT A
JOB CLASSIFICATIONS AND WAGE RATES

<u>Job Classification</u>	<u>07/01/06</u>	<u>01/01/07</u>	<u>07/01/07</u>	<u>01/01/08</u>
Dispatcher/Jailer:				
New hire	\$11.23	\$11.68	\$12.13	\$12.58
6 months	\$11.76	\$12.21	\$12.66	\$13.11
12 months	\$12.29	\$12.74	\$13.19	\$13.64
18 months	\$12.83	\$13.28	\$13.73	\$14.18
24 months	\$13.63	\$14.08	\$14.53	\$14.98
Deputies:				
Start	70% of Sheriffs salary			
1 year	75% of Sheriffs salary			
2 years	80% of Sheriffs salary			
3 years	85% of Sheriffs salary			

The employee also serving as the Jail Administrator shall receive an additional stipend of \$200 per month.

ARTICLE 28
DURATION OF AGREEMENT

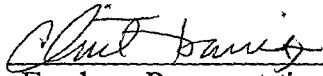
THIS AGREEMENT shall be effective from July 1, 2006 and shall continue to remain in full force and effect until its expiration of June 30, 2008. Should either party desire to modify, amend or terminate this Agreement, written notice must be served on the other party prior to October 15, 2007. This Agreement will remain in effect from year to year after the expiration date if written notice is not otherwise received.

Signed this 31st day of May, 2006.


EMPLOYER
SHERIFF DEPARTMENT,
POWESHIEK COUNTY, IOWA

UNION
PUBLIC, PROFESSIONAL &
MAINTENANCE EMPLOYEES,
LOCAL 2003

By


Employer Representative

By


Employee Business Representative

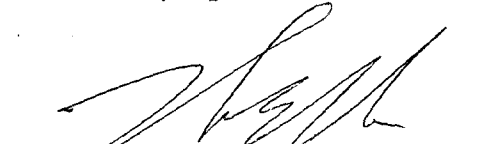
By


Chair, County Supervisors


By


Bargaining Team Member

By


County Sheriff

By


Bargaining Team Member